

HOT GIRL WALK LLC v. CASEY SPRINGER d/b/a HOT WALK INDY
Case No.: 1:24-cv-1187

EXHIBIT C

(A true and correct copy of the June 26, 2024 cease and desist letter)

HOT GIRL WALK LLC v. CASEY SPRINGER d/b/a HOT WALK INDY
Case No.: 1:24-cv-1187

BAKER DONELSON

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June 26, 2024

VIA EMAIL & FEDERAL EXPRESS

Casey Springer d/b/a Hot Walk Indy
6218 Indianola Ave.
Indianapolis, IN 46220-2018
hotwalkindy@gmail.com
casey.springer@gmail.com

Dear Casey Springer:

We represent Hot Girl Walk LLC, Amelia (Mia) Lind and other Lind family members (“HGW” or “Client”), which, as you are aware, is recognized worldwide as the official event planner of outdoor walks wherein event participants take part in a connected journey of introspection and reflection, while in pursuit of personal growth and self-confidence. It has come to HGW’s attention that you have been collaborating with other Walking Administrators on various forums, including a GroupMe chat that is spreading false, malicious and threatening statements about HGW. You have been identified as one of the participants involved in these malicious actions, including but not limited to doxing, false blocking, false and intentional reporting of HGW and Ms. Lind’s Instagram and other social media accounts which interferes with the HGW business and personally targets my Client. As a ringleader of the effort to bring down HGW and spread false statements about HGW, we are examining whether your actions amount to a conspiracy, civil and criminally, including any Federal and State RICO and other actions. The malicious actions include but are not limited to, reporting to Meta that the HGW social media accounts were connected to Child Sexual Abuse and other false harassment reporting. We are investigating these actions which raise serious consequences for you.

HGW’s mission is to unite women in a way that promotes mental and physical wellness through fitness training that is accessible and inclusive to all. In the event you are not already aware, HGW is the exclusive owner of a U.S. federal trademark registration for **HOT GIRL WALK®** (U.S. Reg. No. 7,037,847 in class 25 for clothing and class 41 for physical fitness training of individuals and groups).

Moreover, HGW also owns the following pending applications for **HOT GIRL WALK™**:

| Mark | U.S. App. Ser. No. | Goods & Services |
|---------------|--------------------|---|
| HOT GIRL WALK | 98/116,553 | Class 41: Organizing, arranging, and conducting meetups in the nature of community, sporting, fitness and cultural events and walking events; |

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| | | |
|---------------|------------|---|
| | | arranging and conducting special events for social entertainment purposes; arranging contests; physical fitness training services. |
| HOT GIRL WALK | 98/116,569 | Class 35: Retail store services featuring apparel, fitness apparel, apparel accessories, and gifts; advertising, marketing and promotions; Endorsement services, namely, promoting the brands, goods and services of others; promotion of business opportunities; business networking; arranging and conducting special events for business and advertising purposes. |
| HOT GIRL WALK | 98/116,540 | Class 45: Providing information and advice on personal growth, motivation and self-fulfillment. |
| HOT GIRL WALK | 98/161,458 | Class 9: Digital media, namely, downloadable audio and video recordings featuring personal growth, motivation, self-fulfillment, health, fitness, entertainment and pop culture; downloadable podcasts in the nature of personal growth, motivation, self-fulfillment, health, fitness, entertainment and pop culture. |
| HOT GIRL WALK | 98/161,490 | Class 41: Entertainment services, namely, providing non-downloadable audio and video recordings featuring personal growth, motivation, self-fulfillment, health, fitness, entertainment and pop culture; entertainment services, namely, a multimedia program series featuring personal growth, motivation, self-fulfillment, health, fitness, entertainment and pop culture distributed via various platforms across multiple forms of transmission media; entertainment services, namely, providing podcasts in the field of personal growth, motivation, self-fulfillment, health, fitness, entertainment and pop culture. |

HGW's federally registered and common law trademarks and all other forms of intellectual property are referred to herein as "HGW's IP." Over the last few years HGW has expended considerable resources promoting and building its image, and in the protection, enforcement, advertising, and marketing of HGW's IP. HGW's IP entitles HGW to exclusive use of the HGW's IP throughout the United States.

By virtue of this extensive and exclusive use, HGW events and HGW's IP have accrued substantial goodwill and global recognition. Furthermore, HGW has spent significant resources in coordinating and delivering quality events for its customers, including considerable resources in promoting HGW's brand.

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As a result of HGW's promotional efforts, HOT GIRL WALK® has been covered by several reputable multimedia organizations including NBC News, CBS News, FOX News, The New York Times, Yahoo!, E! News, Vogue, Cosmopolitan, and Consumer Reports. Due to its successful efforts to promote awareness of its brand and well-attended events, HGW has been able to negotiate promotional contracts with Reebok, the Strava fitness app, LifeWTR, Good Foods, and WeightWatchers, to name a few. HGW continues to grow its community membership through HGW Ambassadors worldwide.

You, Casey Springer, and the other Walking Club Administrators were aware of our Client's notoriety and the HGW IP as demonstrated in the GroupMe Walking Club Administrator Chat, and other social media chats. *See, e.g., FAZE Apparel, LLC v. Faze Clan, Inc.*, Case No. 218CV02052RGKJEM, 2018 WL 3830027, at *6 (C.D. Cal. May 22, 2018) (awareness of one's trademark during business development weighs against an alleged infringer). We are aware of your participation and active efforts taken against my Client, which have involved intentional false blocking, deliberate false reporting of HGW's social media, conspiring with other Walking Club Administrators and being complicit in other malicious actions. Your conduct in the GroupMe Walking Club Administrator's chat room has included statements that as follows:

- “activate an army of people to shit on the concept of Hot GIRL walk -- make it so irrelevant – then they have no brand nothing,” “
- I might sign her up for all the spam calls”
- “we could ‘unite’ and go viral on Tik Tok. Our cute lil admin insta reel has almost 20k views, She’d hate that,” “
- We are walking club admins, of course we’re gonna shit all over Mia and her butt – ugly merch.”
- “Karma’s a b, Mia, She’ll get hers. I’m sure of it”
- “I’m tagging Mia, Alicia, Becca, Howard! I am sounding the Lind family alarm 🚨🚨🚨”
- “I get it. The United program is reallllllly taking off. Enjoy your tampon walks!!”
- “To quickly get newbies up to speed:-“ we’re glad you’re here ❤️ - “

“7 groups were deactivated (that we know of) w/ ***23,000***followers impacted, this week and last- Any admins in this group w/ HGW titles have either rebranded their instas or are in the process of.- HGW also reported linktr.ees, so if you have one, please consider removing HGW - We hope to release a collective statement from us admins soon- There are only 2 (I think?) in United that are happy — LA + Austin (they’re not in this chat)- 3 admins (I believe) in this group are in United but are either seeking legal counsel to nullify their contracts or re-evaluating that partnership- We’ve reached out to as many groups as possible w/ HGW in their names to inform them.- you might consider blocking these accounts to further protect your community:

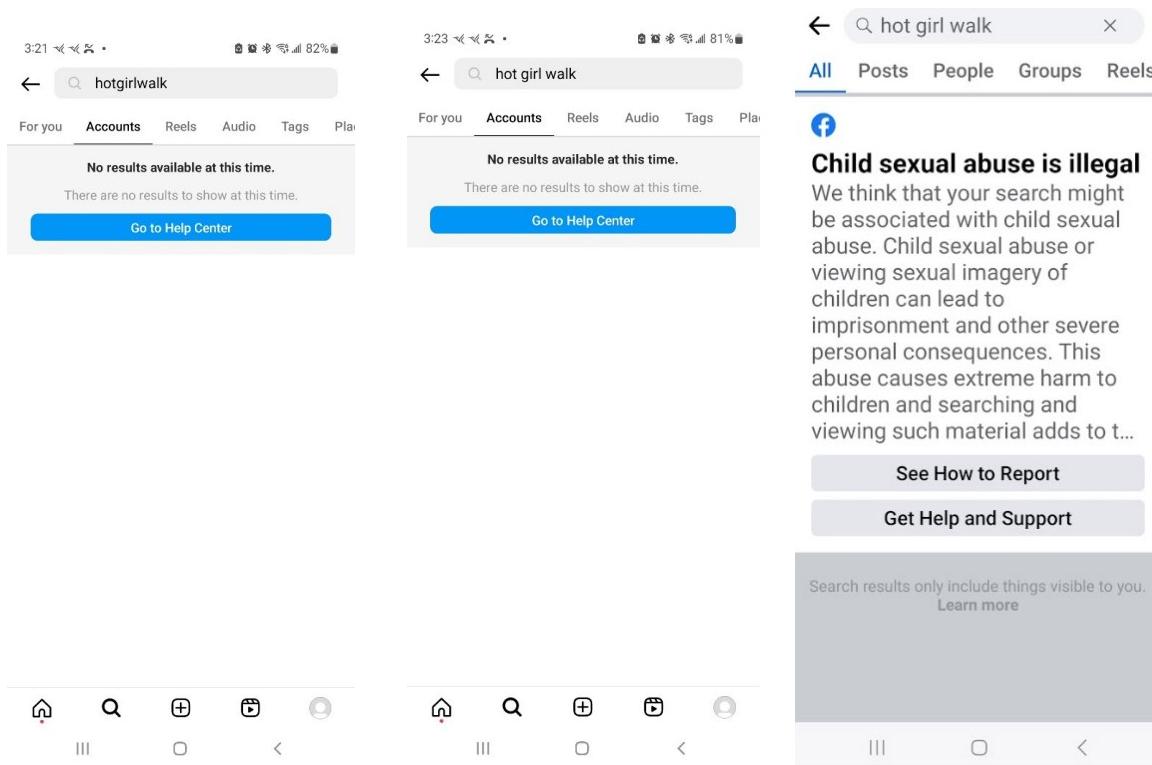
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@hotgirlwalk@miaivylin
 @aglind96
 @becca.lind
 @lind.howard

Eek!"

In addition you are listing other websites and social media of my Client and advertising them to the group as well as further collective actions and you being complicit in such malicious activities. The result of yours and others efforts of such intentional and false reporting was that HGW's social media was blocked and noted by META to be affiliated with Child Sexual Abuse and disrupted HGW's Social Media which was clearly the intent. This continues to this day and we continue to investigate the harassment and false reporting which has serious legal consequences and as mentioned we are investigating State and Federal laws including civil and criminal penalties and conspiracy for such malicious actions.



This online harassment has caused emotional distress to HGW and its members. Not only in 2023, but into this year where the GroupMe Chat members are still threatening Mia Lind and HGW with reporting false walks in Bermuda triangle, Pangea, Antarctica, prisons, and/or islands where the inhabitants attack those that come on the island, discussions of signing Ms. Lind up for spam calls, and even worse, threatening to give Ms. Lind a call from "my friend" with a punch emoji which translates to threatening and inciting violence. The GroupMe Chats continue that they are going to change their prompts to "we can't fucking stand mia" and that the members are "gonna shit all over Mia and her butt-ugly merch." The GroupMe Chat also shows that reporting/blocking is being done against HGW including Mr. Lind, a managing member of Hot Girl Walk, LLC, that Mr. Lind is being reported for not being a real person which is clearly false and online harassment designed to interfere with the HGW business. Thus,

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the chatter and stalking of where the HGW walks are scheduled considering the threats and online harassment need to stop immediately and you are on notice of my client's intent to pursue its rights. These threats are frightening.

Instagram has been an important social media platform for HGW to market and promote its events, so much so that HGW took the extra initiative to have its account Verified as a business account. HGW wants to ensure that any Instagram users looking to be part of the Hot Girl Walk movement are able to find and follow the official [@hotgirlwalk](#) Instagram account and not any other Instagram accounts attempting to pass themselves off as affiliated with HGW in order to take advantage of HGW's intellectual property rights to the HOT GIRL WALK® trademark.

Many States including California have laws and penal codes against such behavior including California Penal Code § 653.2 PC which addresses indirect electronic harassment as compared to cyberstalking under California Penal Code § 646.9 PC. With indirect electronic harassment, one only has to post the information that encourages others to harass or stalk the victim. Again, we are investigating the matter and contacting law enforcement related to taking out orders of protection against anyone who has levied threats against HGW and its members of the LLC, as we cannot tolerate this threatening and harmful behavior which includes threats of physical harm against HGW's CEO Mia Lind and her family. You are put on notice of these issues and we demand that you immediately stop.

HGW enforces and protects its Intellectual Property rights as most recently demonstrated by the Consent Permanent Injunction entered by a Federal District Court. See attached.

We hereby DEMAND that You and any others acting as your agents:

1. Immediately CEASE and DESIST from the use of intellectual property belonging to, associated with, or confusingly similar to HGW's IP and HGW, specifically, but not limited to, the use of "Hot Girl Walk", and any other acts or conduct by You that infringe HGW's IP, or imply a relationship with HGW, or causes confusion between you and HGW or HGW's IP;
2. Immediately CEASE and DESIST all threats, malicious conduct, not limited to any doxing and disparagement, spreading false rumors, false reporting and blocking in any form, written or verbal, whether in any Social Media forum, email, text, or any means and take actions to withdraw and correct any prior false blocking and reporting to META or any other Social Media forum;
3. Report any such conduct mentioned in this letter to Catherine Hoffman at Baker Donelson Law Firm, choffman@bakerdonelson.com, of any additional or further activity of this nature as mentioned herein as lack of reporting such unlawful activity is also grounds for prosecution;
4. Send all copies, without any deleted messages from any Social Media Platform, GroupMe Platform, Slack Community or other platforms where such activity mentioned herein has occurred;
5. Confirm the same in writing **no later than July 3, 2024** receipt of this letter and that you will comply thereto, including immediately cease and desist from all such malicious activities, and will inform Catherine Hoffman, HGW's lawyer of any such activities in the future.

We are certain You can appreciate HGW's obligation to protect its intellectual property and contractual relations and look forward to resolving this matter quickly and amicably. However, if you fail

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to fully resolve this situation immediately, HGW will be compelled to evaluate all legal remedies available to it.

We do not intend, nor should You construe, this letter to be a complete and exhaustive statement of all of our Clients' rights, claims and legal theories. Nothing contained in this letter is a waiver or relinquishment of any of our Clients' rights or remedies, all of which are expressly reserved. **This is a confidential legal notice and may not be published or publicly disseminated in whole or in part.**

Sincerely,



Catherine F. Hoffman
Attorney for Hot Girl Walk LLC

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case Number: 23-22575-CIV-MARTINEZ

HOT GIRL WALK LLC,
a Delaware limited liability company,

Plaintiff,

v.

M&L MIA LLC, *et al.*,

Defendants.

/

CONSENT PERMANENT INJUNCTION

THIS CAUSE came before the Court on the Parties' Joint Notice of Settlement, Stipulated Consent Order and Permanent Injunction, (ECF No. 66). The Parties consent to entry of a permanent injunction pursuant to the terms described herein, and also move for a final order of dismissal. Plaintiff has brought an action against Defendants claiming trademark infringement, unfair competition, and related claims in the Complaint. In resolution of all claims made by the Parties, with consent from all Parties, and without any admission of liability on the part of any party, it is hereby

ORDERED AND ADJUDGED that the Parties have agreed to the entry of a Consent Permanent Injunction on the following terms, and Defendants have agreed not to appeal any part of this stipulated Consent Permanent Injunction.

It is further **ORDERED AND ADJUDGED** that:

1. This Order applies to Defendants and each of their respective officers, employees, agents, servants, owners, and members, and all those persons in active concert or participation with any of them who receive actual notice of this Order.

2. Defendants M&L MIA LLC, formerly known as Hot Girl Walk Miami LLC, Monica Villegas, and Lucia Di Tore (collectively, “Defendants”) expressly acknowledge Hot Girl Walk LLC’s (“HGW”) superior right and title to the mark HOT GIRL WALK, for which HGW owns the United States Trademark Registration Number 7,037,847 and Serial Nos: 97869195, 98110695, 98110701, 98110707, 98110714 (the “Marks”).

3. Defendants expressly acknowledge HGW founder and majority owner Amelia “Mia” Lind (“Lind”) as the only authentic source of goods and services including, but not limited to, athletic, fitness and wellness products and services sold and offered for sale under the Marks.

4. Defendants agree to immediately and permanently:

- a. cease any and all use of the Marks, and any word, term, name, symbol, device or other indicia of source (or any combination thereof) that is identical or confusingly similar to, or a colorable imitation or dilutive of the Mark, HGW or any combination of two words comprising the individual words Hot, Girl or Girls, and Walk or Walks, or any variations thereof, or any HG-formative mark (collectively, “HOT GIRL WALK Marks”) worldwide as a trademark, source indicator, branding, or means of competing with HGW, including, but not limited to, use: (i) in connection with athletic, fitness and wellness services of all kinds, and particularly organized walks; (ii) on any and all goods and merchandise; (iii) to acquire, maintain, or in consideration of sponsorships and endorsements; (iv) in the name of any social media account or in the URL, post domain path, or domain name of any website or webpage accessible in the United States; (v) in advertisements; (vi) in the trade names and entity names of any legal

entities owned or controlled in whole or in part by any of the Defendants;

(vii) in text, image, sound, or video on any social media post, email, website, or other publication by Defendants; or (viii) for any other commercial activity;

- b. cease any false designation of origin, false or misleading description of fact, or false or misleading representation of fact that is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association with HGW or Lind, or as to the source or origin of, or sponsorship or approval by, HGW of Defendants' fitness services, organized outdoor walks, merchandise, sponsorships, social media activity, or other commercial activities.

5. The Parties agree to dismiss their respective claims, including any counterclaims by Defendants.

6. This Order shall remain in effect unless otherwise ordered by this Court.

7. Provided Defendants are in full compliance with all terms of the Consent Judgment and Permanent Injunction and the Agreement, HGW will file a stipulation of dismissal. In the event Defendants are not in compliance with their obligations under either the Consent Judgment and Permanent Injunction or the Agreement by such time, HGW will notify the Court, and the Court will schedule a status conference to address the outstanding issues.

8. The Court shall hereby maintain jurisdiction to enforce this injunction and for the purpose of making any further orders necessary or proper for the interpretation, modification or enforcement of the terms of the underlying agreement. *See Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381 (1994) (permitting federal courts to maintain jurisdiction over settlement

agreements so long as jurisdiction expressly retained in order of dismissal); *Ortlof v. Silver Bar Mines, Inc.*, 111 F.3d 85, 87-88 (9th Cir. 1997) (applying *Kokkonen* exception).

DONE AND ORDERED in Chambers at Miami, Florida, this 14 day of June 2024.



JOSE E. MARTINEZ
UNITED STATES DISTRICT JUDGE

Copies provided to:
All Counsel of Record